



**CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 27, 2021 AT 9:00 A.M.
PUBLIC WORKS BUILDING**

Mayor, William A. Cathey

**Councilman Bobby Pollock
Councilman Jerry Smith**

**Councilwoman Sharon Call
Councilman Darrell Key**

This meeting will be live streamed on the City of Mexico Beach Government Facebook Page. If you have any questions/comments on the agenda please email them up to 2 hours prior to the meeting to city@mexicobeachgov.com.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. CITIZENS COMMENTS**
- V. DEPARTMENT REPORTS**
 - a. FINANCIAL REPORT
 - b. FIRE DEPARTMENT REPORT
 - c. POLICE REPORT
 - d. BUILDING DEPARTMENT REPORT
 - e. CODE ENFORCEMENT REPORT
 - f. PUBLIC WORKS REPORT
 - g. UTILITY REPORT
 - h. DEWBERRY REPORT

VI. REGULAR AGENDA ITEMS

1. RESOLUTION 21-17

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING TASK ORDER #NFWF-001 WITH ATKINS NORTH AMERICA INC., (ATKINS) NOT TO EXCEED \$69,512 FOR PROFESSIONAL SERVICES FOR DESIGN AND PERMITTING AND GRANT ADMINISTRATION AND TECHNICAL ASSISTANCE IN MAINTAINING COMPLIANCE WITH THE REQUIREMENTS OF THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) WITH REGARD TO THE NFWF GRANT FOR DESIGN PERMITTING AND IMPLEMENTATION OF WETLAND RESTORATION AND BEACH/DUNE REVEGETATION ACTIVITIES.

- a. Motion to read Resolution 21-17. (By Title Only)
- b. Motion to approve Resolution 21-17.

2. RESOLUTION 21-18

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING UTILITY SERVICE OUTSIDE THE CITY LIMITS TO 5300 EAST HIGHWAY 98.

- a. Motion to read Resolution 21-18. (By title only)
- b. Motion to approve Resolution 21-18.

3. RESOLUTION 21-19

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM.

- a. Motion to read Resolution 21 -19. (By title only)
- b. Motion to approve Resolution 21 – 19.

4. RESOLUTION 21-20

**A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING
A PROPOSAL BID FOR CITY-WIDE SIGN REPLACEMENT WITHIN THE CITY
OF MEXICO BEACH WITH _____
IN THE AMOUNT OF \$ _____.**

- a. Motion to read Resolution 21-20. (By title only)
- b. Motion to approve Resolution 21-20.

STAFF REPORTS/COMMENTS

- 1. CITY ATTORNEY REPORT
- 2. CITY ADMINISTRATOR REPORT
- 3. CITY COUNCIL COMMENTS
- 4. ADJOURN

Emailed to interested parties and posted on the website on: DATE: 04/08/2021

**Note: Copies of the Agenda items are posted on the City's Website www.mexicobeachgov.com.
This meeting will be recorded and also available on the Website.**

***You are hereby notified that in accordance with Florida Statutes, you have a right to appeal any decision made by the Council with respect to any matter considered. You may need to ensure that a verbatim record of the proceedings is made which may need to include evidence and testimony upon which the appeal is based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Tammy Brunson, City Clerk, at 201 Paradise Path, Mexico Beach, Florida 32456; or by phone (850) 648-5700 at least five calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (TDD)**

ITEM NUMBER

1

RESOLUTION

21-17

RESOLUTION 21-17

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING TASK ORDER #NFWF-001 WITH ATKINS NORTH AMERICA, INC. (ATKINS) NOT TO EXCEED \$69,512 FOR PROFESSIONAL SERVICES FOR DESIGN AND PERMITTING AND GRANT ADMINISTRATION AND TECHNICAL ASSISTANCE IN MAINTAINING COMPLIANCE WITH THE REQUIREMENTS OF THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) WITH REGARD TO THE NFWF GRANT FOR DESIGN PERMITTING AND IMPLEMENTATION OF WETLAND RESTORATION AND BEACH/DUNE REVEGETATION ACTIVITIES.

BE IT RESOLVED by the City Council of the City of Mexico Beach, Florida that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order #NFWF-001 between the City and Atkins North America, Inc. That not to exceed cost of the Task Order is Sixty-Nine Thousand, Five Hundred and Twelve Dollars and Zero Cents (\$69,512.00) and its scope, terms and conditions are presented in the attached Exhibit A.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of The City of Mexico Beach, Florida this 27th day of April 2021.

CITY OF MEXICO BEACH

ATTEST:

William A. Cathey, Mayor

City Clerk, Tammy Brunson

EXHIBIT A



Member of the SNC-Lavalin Group

Atkins
3522 Thomasville Road
5th Floor
Tallahassee, FL 32309

Mario Gisbert
City Administrator
City of Mexico Beach
201 Paradise Path
Mexico Beach, FL 32410

atkinsglobal.com
snclavalin.com

Ref: National Fish and Wildlife Foundation Task Order #NFWF-001

April 13, 2021

Dear Mr. Gisbert,

Atkins North America, Inc. (Atkins) is pleased to provide this proposal to the City of Mexico Beach. The services described herein pertain to grant administration and technical assistance in maintaining compliance with the requirements of the National Fish and Wildlife Foundation (NFWF) with regard to the grant that the City has received to perform design permitting and implementation of wetland restoration and beach/dune revegetation activities.

This task order falls under Atkins' existing contract with the City of Mexico Beach for Comprehensive Disaster Recovery Services and Financial and Grant Management Support that has a Not to Exceed amount \$6,000,000 for the initial three year term. This Task Order falls within that Not to Exceed amount and is specific to the grant the City received from the National Fish and Wildlife Foundation. All terms and conditions of this Task Order shall be governed by the terms and conditions in the current contract.

The activities that Atkins will perform to assist the City include, but are not limited to the following:

- Design and permitting of the wetland restoration
- Dune planting design
- Interim reports to NFWF
- Preparation of reimbursement requests
- Technical assistance throughout construction and project implementation
- Grant management

Atkins understands that the City has received limited grant funding for this project and that it is imperative that invoicing not exceed the amount noted below. Atkins will work with the City Administrator to assist the City with the work that needs to be completed, while also ensuring that the amount it invoices does not exceed the grant amount. This will require close and constant communication with the City Administrator, and it is understood by both parties that, once the funding limit is reached, Atkins' will cease providing services related to this grant.

Atkins will commit its team to the City **for design and permitting** for a not to exceed (NTE) fee of **\$43,550**.

Atkins will commit its team to the City **for grant administration** for a not to exceed (NTE) fee of **\$25,962**.

The total of all services listed above amounts to a **total not to exceed (NTE)** fee of **\$69,512**.

As an Atkins Vice President, I am authorized to commit and sign on behalf of Atkins for this contract. Should you have any questions or require additional information, I can be reached by office direct dial at 407.806.4239 or by email to matthew.taylor@atkinsglobal.com.

Sincerely,



Matthew Taylor, PE
Vice President, Sr. Division Manager

Approved by:

William A. Cathey, Mayor

Date: _____

ITEM NUMBER

2

RESOLUTION

21-18

RESOLUTION 21-18

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING UTILITY SERVICE OUTSIDE THE CITY LIMITS TO 5300 EAST HIGHWAY 98.

WHEREAS, the owner of 5300 East Highway 98 in Bay County (the "Property"), has applied to the City of Mexico Beach to receive water and sewer service from the City; and

WHEREAS, the Property is not located within the City, but the City Code of Ordinances allows the City to provide service outside of the City if (i) connections to the City water and sewer systems are available, (ii) connections will be made in accordance with the rules and regulations of the City including any applicable charges and fees for making any such connections, and (iii) the City is willing and able to serve the Property; and

WHEREAS, impact fees for such connections shall be established by the city on a case-by-case basis using the existing impact fees charged to users located within the city limits as a basis.

BE IT RESOLVED by the City Council of the City of Mexico Beach, Florida that the City is willing and able to provide water and sewer service to the Property and that the requirements of the City Code for providing service have otherwise been achieved by the applicant and the Property. Impact fees shall be _____ (if blank, then the City's applicable rate if the Property were located within the City limits). This Resolution shall take effect immediately upon passage.

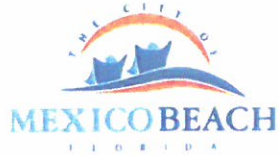
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of The City of Mexico Beach, Florida this 27th day of April 2021.

CITY OF MEXICO BEACH

William A. Cathey, Mayor

ATTEST:

City Clerk, Tammy Brunson



City of Mexico Beach Utility Billing Department
Mailing Address: PO Box 13425, Mexico Beach, FL 32410
Physical Address: 201 Paradise Path, Mexico Beach, FL 32456
Telephone: 850-648-5700 (Ext. 1) – Fax: 850-247-2702
Email: s.martin@mexicobeachgov.com

To apply for water/sewer/garbage service this application must be completed and a copy of your drivers license must be accompanied with the application when returned.

CUSTOMER SERVICE APPLICATION

(PLEASE PRINT OR TYPE)

NAME: Boyet Darryl
Last First Middle

SERVICE ADDRESS: 5300 E Hwy 98 Mexico Beach FL 32456

MAILING ADDRESS: PO Box 1510
(IF DIFFERENT THAN SERVICE ADDRESS)
Bainbridge GA 39818
City State Zip Code

EMAIL ADDRESS: darryl@Inland-stores.com

DRIVERS LICENSE: _____
STATE

CELL PHONE: 229-400-3801 WORK PHONE: 229-246-1553 ext 132

DATE FOR SERVICE TO BEGIN: _____

I, the undersigned applicant, for water/sewer/garbage service state that the information provided on this application is true and correct to the best of my knowledge. I understand that all charges are due as billed and accept total responsibility for payment of all charges incurred for the services provided, including reasonable fees and costs incurred for collection of the unpaid balance.

DATE: 2-15-21 APPLICANTS' SIGNATURE: [Signature]

ITEM NUMBER

3

RESOLUTION

21-19

RESOLUTION 21-19

A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA APPROVING ADDITIONAL INTERLOCAL AGREEMENT 800 MHZ COMMUNICATIONS SYSTEM.

WITNESSETH

This Interlocal Agreement, entered into this _____ day of _____, 2021, by and between the City of Panama City, a municipal corporation of the State of Florida, ("Panama City"), the Bay County Board of County Commissioners, a political subdivision of the State of Florida ("Bay County"), and the City of Mexico Beach, a municipal corporation of the State of Florida ("Mexico Beach").

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, Panama City, Bay County, and Mexico Beach wish to enter into an Interlocal Agreement whereby they may establish the terms and conditions governing the shared use of the upgraded 800 MHz Radio Communications System;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, Panama City, Bay County and Mexico Beach agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and Mexico Beach agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Mexico Beach shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

Mexico Beach initially has a total number of 16 Radio Units in the Radio System.

3. RADIO UNIT COST

Mexico Beach has elected to utilize existing radios in the upgraded 800 MHz Radio Communications System and therefore has no cost for its Radio Units.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Mexico Beach shall pay to Bay County its share of the cost of the Shared Equipment based on the ratio of the total number of the Radio Units that it has in the system, compared to the total number of Radio Units in the Radio System, multiplied by the total Shared Equipment/Infrastructure cost. The total Shared Equipment cost for the Radio System is Nine Million Three Hundred and Eighty Four Thousand Five Hundred and Sixty Nine Dollars and Seventy Cents (\$9,384,569.70). Mexico Beach's prorated share of the Shared Equipment/Infrastructure cost is Fifty Four Thousand Two Hundred and Eight Five Dollars (\$54,285).

5. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, and Shared Equipment/Infrastructure cost, Parker may finance its payment and contribute annually to the debt service on Bay County's loan for the new 800 MHz Communications System. Mexico Beach's financial contribution to the loan debt shall be prorated based upon the cost sharing provisions of Section 4C of the Original Agreement. In the event Mexico Beach decides to finance the payments referred to in Sections 3 & 4, Bay County shall invoice Mexico Beach its prorated share of the financing cost quarterly. Mexico Beach agrees to pay the quarterly invoices within forty-five (45) days. In the event that Mexico Beach chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. Mexico Beach's cost calculation is described on **Exhibit A**.

6. ANNUAL SUBSCRIBER MAINTENANCE COST

All User Agencies who utilize the Radio System maintenance contract shall pay an annual subscriber maintenance cost according to the cost sharing provisions of Section 4C of the Original Agreement. There will be no annual maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual subscriber maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice. In the alternative, User Agencies may enter into separate maintenance contracts for their Radio Units.

7. ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE COST.

All User Agencies agree to share, based upon the cost sharing formula in Section 4C of the Original Agreement, an annual maintenance fee necessary to keep the Shared Equipment functioning properly, or to enhance the Shared Equipment for the benefit of all User Agencies as determined by the IGRC Steering Committee. There will be no annual Shared Equipment/Infrastructure maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual Shared Equipment/Infrastructure maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice.

8. NOTICES

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by registered or certified mail to:

Bay County Board of County Commissioners
c/o County Manager
840 W 11th Street
Panama City, FL 32401

The City of Panama City
c/o City Manager
501 Harrison Avenue
Panama City, FL 32401

The City of Mexico Beach
c/o City Manager

IN WITNESS WHEREOF, Panama City, Bay County and Mexico Beach hereto have executed this agreement and it is effective on the date first above written.

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST

By: _____
Robert Carroll, Chairman

By: _____
Bill Kinsaul, Clerk

CITY OF PANAMA CITY

By: _____
_____, Mayor

ATTEST

By: _____
_____, Clerk

CITY OF MEXICO BEACH

By: _____
_____, Mayor

ATTEST

By: _____
_____, City Clerk

800 MHz Radio System Annual Cost Calculations

Assumptions	Semi-annual
Years Financed	7
Interest Rate	3.02%

Mexico Beach

New P-25 Radios (includes consoles)	-
Existing P-25 Radios	16
Total Radios Mexico Beach	16

Total System Radios (all agencies)	2,766
Portion of System % Mexico Beach (based on radios)	0.58%

Infrastructure Cost to Agency	\$	54,285
Existing Radio Cost	\$	-
Console Cost	\$	-
New Radio Cost	\$	-
Mexico Beach System Cost	\$	54,285

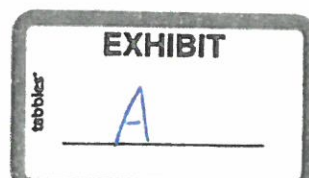
ANNUAL COST FOR AGENCY

Annual Debt Service for Infrastructure	\$	10,013.53
Annual Debt Service for Radios (New Radios/Consoles)	\$	-
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$	-
Annual Subscriber Maintenance Cost*	\$	-
Annual Operation and Maintenance Radio Charge (\$120 per year per radio)	\$	1,920.00
Total All-in Annual Cost	\$	11,933.53

One-time existing P-25 programming	\$	-
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*First year is at \$0 cost. Thereafter annually:

Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$	2,007.23
Annual Subscriber Maintenance Cost	\$	404.92



ITEM NUMBER

4

RESOLUTION

21-20

RESOLUTION 21-20

**A RESOLUTION OF THE CITY OF MEXICO BEACH, FLORIDA
APPROVING A PROPOSAL BID FOR THE CITY WIDE SIGN
REPLACEMENT WITHIN THE CITY OF MEXICO BEACH WITH
_____IN THE AMOUNT OF
\$_____.**

BE IT RESOLVED by the City Council of the City of Mexico Beach, Florida that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and _____ for a fee of _____ on conditions of the agreement attached as Exhibit A and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of The City of Mexico Beach, Florida this 27th day of April, 2021.

CITY OF MEXICO BEACH

William A. Cathey, Mayor

ATTEST:

City Clerk, Tammy Brunson